

12/01/2001

1764975 - R8 SDMS

**ERIC JAMES HEIL**

**RICO TOWN MANAGER AND ATTORNEY**

**TELECOPIER COVER SHEET**

TO: Shelley Muller DATE: 11-27-01

FAX NO: (303) 312-6953

FROM: Eric James Heil

PHONE: (970) 967-2863

RE: Easement from Rico Renaissance + Letter of Authorization

PAGES W/ COVER: 6

NOTES:

P.O. Box 189  
OFFICE (970) 967-2863

2 COMMERCIAL STREET  
TELECOPIER (970) 967-2864

RICO, CO 81532  
E-MAIL ericheil@frontier.net

12/21/2001

After Recordation send Original to:

Ramon M. Escure, Manager  
Strategic Design Group, LLC  
P.O. Box 2542  
Telluride, CO 81435

**RESERVATION OF EASEMENT  
FOR SUBSURFACE UTILITIES**  
(Lot A and Lot B – Silverglance Subdivision, Filing 2)

RESERVATION OF EASEMENT made this \_\_\_\_ day of December, 2001, by Rico Renaissance, LLC, a Colorado limited liability company (hereinafter referred to as "Owner").

**RECITALS**

- (a) Rico Renaissance, LLC, is the owner of parcels of real property generally described as Lot A and Lot B, Silverglance Subdivision, Filing 2, Rico, Colorado; and
- (b) Rico Renaissance, LLC, desires to reserve a perpetual subsurface easement across and under the above referenced real property for the use and benefit of other real property owned by Rico Renaissance, LLC and its Affiliated Companies.

NOW THEREFORE in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner, Rico Renaissance, LLC, does hereby reserve the following described easement:

1. **Owner - Rico Renaissance, LLC.** Rico Renaissance, LLC, is the owner of the following described real estate:

Lot A and Lot B, Silverglance Subdivision, Filing 2, as per plat recorded in the office of the Clerk and Recorder in Plat Book \_\_\_\_ at pages \_\_\_\_\_

Town of Rico,

County of Dolores,

State of Colorado (hereinafter referred to as "Lot A and Lot B" or collectively as the "Property").

2. **Reservation of Subsurface Utility Easement.** Owner does hereby reserve, grant, convey, transfer and set over for the use and benefit of the Property and any other real property owned by Rico Renaissance, LLC, and its Affiliated Companies, a non-exclusive perpetual subsurface easement across the Property. The easement reserved and granted herein is for the construction, installation, maintenance and operation of any and all subsurface utilities, including, without limitation, sanitary sewer, drainage, electric power, telephone, cable and natural gas. The subsurface easement area shall be twenty (20) feet in width. The subsurface easement area shall traverse the Property and extend ten (10) feet on each side of the common boundary line between Lot A and Lot B. For the installation and maintenance of said subsurface utilities, the easement shall include a non-exclusive twenty (20) foot wide surface easement over the same area. The location of said Subsurface Utility Easement is more particularly shown on the map that is attached hereto as Exhibit A and incorporated herein by reference.

3. **Additional Easement Rights Granted.** In addition to the reservation of easement set forth in Paragraph 2 above, Owner reserves, grants, conveys, sells and transfers the following additional rights:

- (a) The right to construct, reconstruct, replace, remove, maintain, and to upgrade to meet changing

needs the underground utilities installed in the above described easement area; and

(b) The right of access to and from the easement for maintenance, construction and operation purposes by such route as will cause the least damage and inconvenience to the Property and Property owner. Notwithstanding any provision herein to the contrary, the easement herein reserved shall not be for vehicular or pedestrian access and shall not be for installation and maintenance of any surface or above ground utilities or related facilities.

4. **Rights of Owner.** The Owner, its successors, assigns and subsequent grantees shall have the right to use the surface of the described easement area for any purpose, including the installation of other underground utilities that are not inconsistent with the enjoyment of the rights granted herein. The Owner, its successors, assigns and subsequent grantees shall not erect or construct, any building or other structure or drill or operate any well within the described easement area. **No Fence**

5. **Indemnity and Hold Harmless Agreement.** The beneficiaries of the above described subsurface utility easement, agree as a condition of using the above described easement, that the Owner and its successors, assigns and subsequent grantees shall be indemnified and held harmless from any liability, damage, injury, lien, claim or expense, including attorney fees, associated in any way with the operation, installation, construction and/or maintenance of the subsurface utility easement granted herein.

6. **Affiliated Companies.** The term "Affiliated Companies" as set forth and used in this Reservation of Easement for Subsurface Utilities shall mean the following Colorado limited liability companies: Rico Mountain Life, LLC; Rico High Altitude Investments, LLC; Rico Land and Cattle, LLC and Rico Properties, LLC. The real property owned by each of the foregoing Affiliated Companies shall be a beneficiary of this Reservation of Easement for Subsurface Utilities.

7. **Run with the Land/Benefit.** The subsurface utility easement reserved herein shall run with the land and shall be binding upon the Property and shall inure to the benefit of Rico Renaissance, LLC, its Affiliated Companies and their respective real property holdings, their heirs, successors, assigns and personal representatives.

8. **Attorney Fees and Costs.** In the event of a dispute arising out of the enforcement of the above referenced Reservation of Easement for Subsurface Utilities, the prevailing party in any action, litigation or arbitration shall be entitled to recover all reasonable attorney fees and costs incurred.

9. **Amendment of Easement.** This Reservation of Easement for Subsurface Utilities may be modified, amended, canceled or superseded, and any of the terms or conditions hereof may be waived, however said amendment and waiver may only be effectuated by a written agreement executed by all parties having an interest therein.

IN WITNESS WHEREOF the foregoing RESERVATION OF EASEMENT FOR SUBSURFACE UTILITIES is executed by the Owner on the date indicated below.

OWNER: **RICO RENAISSANCE, LLC**

By: \_\_\_\_\_  
Manager of Rico Renaissance, LLC

STATE OF COLORADO

COUNTY OF \_\_\_\_\_

}  
} ss.  
}

The foregoing RESERVATION OF EASEMENT FOR SUBSURFACE UTILITIES was acknowledged before me by \_\_\_\_\_, a Manager of Riva Renaissance, LLC., on this \_\_\_\_\_ day of December, 2001.

Witness my hand and seal.  
My commission expires:

\_\_\_\_\_  
Notary Public

Silverglance Avenue  
(Formerly Known as River Street)

## Tract 2

29,466 sq. ft.,  
0.68 acres

Silverglance Spur  
4065 sq. ft.,  
0.09 acres  
40' Public Dedication

## Lot C

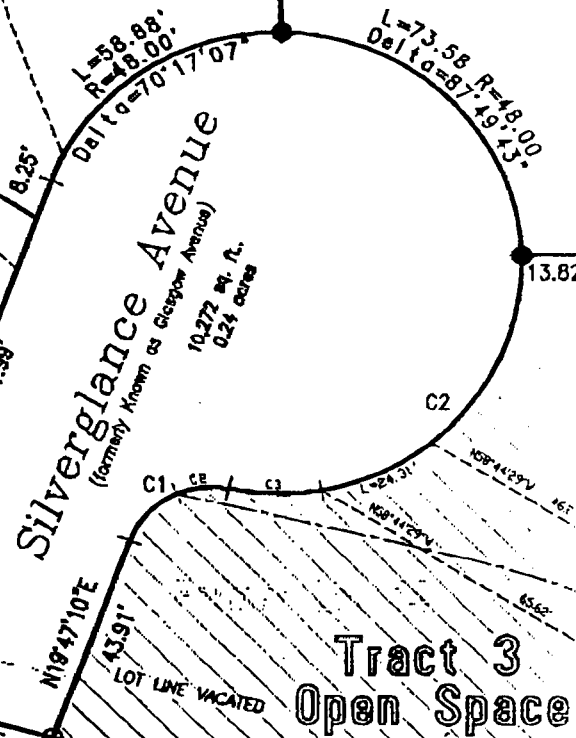
8780 sq. ft.,  
0.20 acres

## Lot B

16,560 sq. ft.,  
0.38 acres

## Lot A

14,104 sq. ft.,  
0.32 acres



Tract 3  
Open Space

Sent By: Town of Rico;

970 967 2864;

Nov-27-01 6:03PM;

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*Olie Swanky*  
*Rico Renaissance L.L.C.*  
*11811 North Tatum Boulevard*  
*Suite #4050*  
*Phoenix, AZ 85028*  
*602-953-6525, Fax 602-953-6526*

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July 11, 2000

Mr. Eric James Heil  
Rico Town Manager and Attorney  
P.O. Box 189  
2 Commercial Street  
Rico Colorado 81332

Re: Authorization of representative

Dear Mr. Heil,

This letter represents notice of authorization for the managers of Strategic Development Group LLC, a Colorado limited liability company, to act on behalf of Rico Renaissance LLC, a Colorado limited liability company, and its subsidiary companies. By the terms of our agreement with Strategic Development Group LLC, I have full authority to grant this authorization. The managers of Strategic Development Group LLC are:

Bernard J. Lenihan  
Erin Johnson  
Ramon Escure

Our agreement with Strategic Development Group LLC encompasses a broad and comprehensive scope of objectives. Strategic Development Group LLC and its managers have full authority to take such actions as are necessary to carry out these objectives regarding all of the Rico Renaissance LLC property in and around Rico.

Strategic Development Group LLC has stringent reporting obligations with Rico Renaissance LLC, and we are updated regularly on the status of their progress. On behalf of Rico Renaissance LLC, my signature will be required for all final approvals, consents, orders, directives, and other authorizations. Rico Renaissance LLC otherwise desires to allow our consultant team to do their work and to maintain an objective distance from the day-to-day planning and development functions.

Sincerely,

  
Olie Swanky  
Manager, Rico Renaissance LLC